

EXHIBIT A

REDACTED VERSION OF DI 286,
EXHIBIT A TO DI 285

REDACTED VERSION FILED:
SEPTEMBER 18, 2007

UNCLASSIFIED

OMB Approval 1205-0041

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE 1 OF 19
2. CONTRACT (Proc. Inst. (Rev. 11/01)) NO. 2003-P080710-000		3. EFFECTIVE DATE 1 May 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 240203770050	
5. ISSUED BY 		CODE	6. ADMINISTERED BY (If other than Item 5) 		CODE
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code) Grayson Wireless 2002 Edmund Halley Drive, 3 rd Floor Reston, VA 20191 ATTN: Joseph Kennedy				8. DELIVERY <input type="checkbox"/> FOB-ORIGIN <input checked="" type="checkbox"/> OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT N/A (If explanation other- wise specified) TO THE ADDRESS SHOWN IN:	
CODE 04288	FACILITY CODE 0004				
11. SHIP TO/MARK FOR As directed by COTR.		CODE	12. PAYMENT WILL BE MADE BY See Clause G-3 of the contract schedule.		
13. AUTHORITY FOR USING OTHER, FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(6) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(1)			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Sections B-1 through C-1 & J of this Contract.				
15G. TOTAL AMOUNT OF CONTRACT					\$50,000.00
16. TABLE OF CONTENTS					
(*) SEC.	DESCRIPTION	PAGE(S)	(*) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1-2	X I	CONTRACT CLAUSES	14-19
X B	SUPPLIES OR SERVICES AND PRICE/COST	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
X C	DESCRIPTION/SPEC'S/WORK STATEMENT	2	X J	LIST OF ATTACHMENTS	19
X D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	3	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	3-4	L	INSTRS., COND'S., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	4-7	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	8-14			
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return one copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated hereon. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. Attachments are listed herein.)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Joseph P. Kennedy, Jr.			20A. NAME OF CONTRACTING OFFICER Sharon E. Dalton		
19B. NAME OF CONTRACTOR 		19C. DATE SIGNED 2 Jun 2003	20B. UNITED STATES OF AMERICA BY		20C. DATE SIGNED 28 May 2003
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

NSN 7540-01-152-8069
PREVIOUS EDITION UNUSABLE24-107
Computer GeneratedSTANDARD FORM 26 (REV. 4-85)
Prescribed by GSA FPMR (41 CFR) 53.214(b)

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Grayson Wireless
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-2. 152.204-700 Security Requirements - Contract Classification (JUL 1997)

The association of the Sponsor with the Contractor is classified **CONFIDENTIAL**. The work to be performed is classified **SECRET**, reports are classified **SECRET**, and hardware is **UNCLASSIFIED**. This classified information shall be divulged only on a need to know basis, and then only to those who have been authorized in writing by the Contracting Officer. Correspondence originated by the contractor and/or data to be submitted, the contents of which contain classified information shall be stamped by you with the classification **SECRET** or as appropriate.

H-3. 152.204-701 Security Requirements - General (SEP 2002)

(c) The Contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the "Contractor Secrecy and Security Agreement", Form 4177, and as referenced therein, the "National Industrial Security Program Operating Manual (NISPOM) dated January 1995, including any successor documents, revisions, or amendments to either or both documents when furnished to the Contractor and maintain a security program that meets the requirements of these documents.

(d) Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

- (1) All or substantially all of the Contractor's business, or
- (2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed, or
- (3) A separate and complete major industrial operation in connection with the performance of this contract.

CERTIFICATE OF SERVICE

I, James D. Heisman, hereby certify that on this 9th day of September, 2007, I caused a true and correct copy of the foregoing documents to be delivered via CM/ECF to counsel as listed below:

Josy W. Ingersoll, Esquire
Young Conaway Stargatt & Taylor, LLP
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/s/ James D. Heisman
James D. Heisman (# 2746)